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ABSTRACT

This agreement between the County of Schenectady and the Schenectady Community College Faculty Association covers the period September 1, 1972 to August 31, 1975. Articles cover definitions; recognition; management responsibilities; dues deduction; public documents; employment policy; continuing and career appointments; consideration for vacancies; resignation; professional obligation; professional teaching assignments; faculty records and inspection files; evaluation; staff acceptance or rejection of appointments; evaluation criteria for reappointment and promotion; promotions in academic rank; salaries; compensation for summer employment and overload in the evening division; sabbatical leave; sick leave and vacation leave for employees in the professional service; leave for jury duty; professional leave without salary; maternity leave; disability leave; personal absence; medical and hospitalization insurance; grievance procedure; academic freedom; study committee; association rights; preparation and distribution of contract; legislative action; severability; duration of agreement; and conclusion of negotiations. (This document is reproduced from best available copy). (MJM)

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AGREEMENT

BETWEEN

THE COUNTY OF SCHENECTADY

AND

THE SCHENECTADY COMMUNITY COLLEGE FACULTY ASSOCIATION

COVERING PERIOD FROM

SEPTEMBER 1, 1972 - AUGUST 31, 1973

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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DEFINITIONS

1. "Board" for the purposes of this Agreement shall mean the Schenectady County Board of Representatives.

2. "Association" shall mean the Schenectady Community College Faculty Association.

3. "Staff Member" shall mean an employee in the bargaining unit represented by the Association.

4. "Teaching Faculty Member" shall mean a staff member having academic rank and who has classroom or laboratory teaching assignments as his or her major responsibility.

5. "College" shall mean Schenectady County Community College.

6. "Employer" shall mean the Board of Trustees of Schenectady County Community College.

7. "President" shall mean the President of Schenectady County Community College.

ARTICLE I

RECOGNITION

1. The Board pursuant to Section 207 of Article 14 of the Civil Service Law, also known as the Public Employees Fair Employment Act, hereby recognizes the Association as the exclusive representative for collective negotiations with respect to terms and conditions of employment, and the administration of grievances arising thereunder on behalf of a unit consisting of staff members holding the titles set forth in Schedule "A" appended hereto.

2. Such recognition shall be exclusive to the extent permitted by Article 14 of the Civil Service Law.

3. The Association agrees that it will not engage in, cause, instigate, encourage or condone any strike, concerted work stoppage or slowdown against any government or impose any obligation upon any employee to do so. The Association will exert an effort to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies or duties of the Employer to enforce the provisions of law applicable in the event of a strike.

ARTICLE II

MANAGEMENT RESPONSIBILITIES

Except as limited by the specific and express terms of this Agreement the Employer hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law including, but not limited to, the right to determine the purpose, mission, objects and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, to establish standards and criteria for performance; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by management are vested in the Employer and the Employer shall continue to exclusively exercise such powers, duties and responsibilities, during the period of this Agreement.

ARTICLE III

DUES DEDUCTION

The Employer shall deduct from the salaries of staff members in the recognized unit, dues for the Association as said staff members in the unit individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Association. Staff member authorization shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print) Last Name _____ First _____ Initial _____ Position _____

Address _____

TO: BOARD OF TRUSTEES OF SCHENECTADY COUNTY COMMUNITY COLLEGE

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Schenectady Community College Faculty Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements hereby agreed upon with such Association, to deduct from my salary and transmit to the Association the dues as certified by the Association. I hereby waive all right and claim for monies so deducted and transmitted in accordance with this authorization and relieve the Employer and all of its officers from any liability therefor. This authorization shall be continuous while employed in this College or until withdrawn by written notice.

Signature of Staff Member _____ Date _____

Total Deduction $_____

The Association shall certify to the Employer in writing the current rate of its membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any change in its membership and/or rate of dues.

ARTICLE III (con't)

Deductions referred to above shall be made in the following manner: The total annual membership dues for the Association, certified as mentioned above, shall be deducted in eighteen (18) equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Employer with a list and the original signed dues authorization cards of those staff members who have voluntarily authorized the Employer to deduct dues for the Association.

The Employer shall, within ten (10) working days following each pay period from which dues deductions are made, transmit the amount so deducted to the Association accompanied by a listing of the members for whom deductions were made and the amount deducted for each.

A staff member may withdraw his authorization any time by written notice received by the Employer at least thirty (30) days prior to the effective pay period.

ARTICLE IV

PUBLIC DOCUMENTS

The President of the College, upon written request, shall provide the President of the Association with a copy of any document which the College has made available to the public.

ARTICLE V

EMPLOYMENT POLICY

FULL-TIME EMPLOYMENT

The College will attempt to employ qualified full-time teaching faculty for full-time positions in preference to part-time personnel where qualified, full time teaching faculty are reasonably available and interested in such employment, and such full-time employment is consistent with the long-range educational objectives of the College.

ARTICLE V (con't)

EVENING DIVISION AND SUMMER SESSION EMPLOYMENT

Subject to the provisions of this Agreement, the College will attempt to employ its qualified full-time teaching faculty in the evening division and summer session, in preference to part-time personnel, where such full-time teaching faculty are reasonably available and interested in such employment and such employment is consistent with the long-range educational objectives of the College.

ARTICLE VI

CONTINUING AND CAREER APPOINTMENTS

I. Continuing Appointment

A. Definition

A continuing appointment shall be a five year term appointment to a full-time position of instructor, assistant professor, associate professor, or professor at the College, which shall not be effected by changes in such rank, or by the concurrent designation by some other title and subject to termination in accordance with the provisions of this Article.

B. Eligibility

All full-time members of the professional staff who hold one of the positions listed in the definition.

C. Procedures

1. Between September and November 1 of the fifth full year of service by a staff member, who has held a position of academic rank during each of the preceding four years, his immediate supervisor shall prepare a recommendation as to whether or not the staff member should be given a continuing appointment. This recommendation, together with appropriate background data, shall be forwarded to a Committee designated by the President for that purpose. The Committee shall make its recommendation and forward it to the Dean of Faculty, together with the recommendation of the immediate supervisor, prior to December 1. The Dean of Faculty shall forward all of the material, together with his own recommendation to the President, who

C. 1. (con't)

shall make a recommendation to the Board of Trustees for action at its January meeting. The staff member shall be informed of the action prior to February 1. All recommendations and materials prepared for this action shall be placed in a separate file in the Office of the President. There shall be no appeal of the decision by the Board of Trustees.

2. Between September 1 and November 1 of the fifth full year of a continuing appointment, the same procedure as outlined in paragraph 1 shall be followed for each staff member holding such an appointment.

3. In the case of a staff member who has not been granted a continuing appointment, he shall be given an opportunity to accept a one year term appointment for the following academic year, after which time his appointment shall not be renewed.

II. Career Appointment

A. Definition

A career appointment shall be a five year term appointment to a full-time position of technical assistant, technical specialist, college nurse, educational opportunity coordinator, counsellor I, counsellor II, counsellor III, assistant to the registrar, director of financial aids, director of student activities, assistant librarian I, assistant librarian II, associate librarian, librarian, assistant director of continuing education, educational communications specialist or coordinator of cooperative education, which shall not be affected by the concurrent designation by some other title, and subject to termination in accordance with the provisions of this Article.

B. Eligibility

All full-time members of the professional staff who hold one of the positions listed in the definition.

II. C. Procedures

1. Between September 1 and November 1 of the fifth full year of service by a staff member, who has held one of the positions listed in the definition during each of the preceding four years, his immediate supervisor shall prepare a recommendation as to whether or not the staff member should be given a career appointment. This recommendation, together with appropriate background data, shall be forwarded to a Committee designated by the President for that purpose. The Committee shall make its recommendation and forward it to the Dean responsible for that position, together with the recommendation of the immediate supervisor, prior to December 1. In case the Dean and immediate supervisor are the same person, the Dean may wish to add additional comments after receiving the recommendation of the Committee. The Dean shall forward all of the material, together with his own recommendation, to the President, who shall make a recommendation to the Board of Trustees for action at its January meeting. The staff member shall be informed of the action prior to February 1. All recommendations and materials prepared for this action shall be placed in a separate file in the Office of the President. There shall be no appeal of the decision by the Board of Trustees.

2. Between September 1 and November 1 of the fifth full year of a career appointment, the same procedure as outlined in paragraph 1 shall be followed for each staff member holding such an appointment.

3. In the case of a staff member who has not been granted a career appointment, he shall be given an opportunity to accept a one year term appointment for the following academic year, after which time his appointment shall not be renewed.

ARTICLE VI (con't)

III. Limitations

1. Notwithstanding any of the provisions of Section I or II of this Policy, the total number of continuing and career appointments held by staff members in a given year shall not exceed sixty percent of the total number of positions, vacant or otherwise, as listed in IA or IIA and provided for in the budget of that year.

2. The Board of Trustees reserves the right to waive any of the limitations in this Section if it deems it to be in the best interests of the College to do so.

IV. Terminations

A. Termination for Physical or Mental Incapacity

The services of staff members may be terminated at any time by the Board of Trustees, after receipt of the recommendation of the President and upon medical advice, for mental or physical incapacity which prevents such persons from adequately performing their duties.

B. Termination for Cause

1. The services of staff members may be terminated for cause at any time before the completion of a five year term appointment, which shall consist of inadequate performance of duties, unsatisfactory service, misconduct or violation or Policies of the Board of Trustees.

2. When the President has information or received a complaint against a staff member subject to this Article containing allegations which, if true, might serve as grounds for discipline, and he deems such information or complaint to be substantial, he shall make such further investigation as he deems appropriate. If he believes that charges should be brought against such person, he shall cause to be served upon the person concerned a written statement of the charges against him.

IV. b. 3. Final action shall not be taken on such charges until after the expiration of 30 days from the date of service of such notice upon the staff member charged, during which time the staff member, or his representative, may make a written request to the President for a hearing, which, at his request, shall be public. If such request is made, the staff member shall be given a hearing. If a request is not made, the President may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges shall not be taken until the hearing has been held and the matter presented to the Board of Trustees.

4. The President and the President of the Association shall meet and mutually agree upon a panel of three independent hearing officers, one of whom shall preside at the hearing, if any. The cost of the hearing officer shall be borne equally by both parties. At such hearing, the employee charged shall be entitled to be present, to be represented by a person of his own choice as he may determine, to present witnesses in his own behalf, and to confront and question witnesses against him. The College shall bear the burden of proving the charges preferred against the employee. All testimony at such hearing shall be under oath. A stenographic record shall be taken of each such hearing.

5. The failure of a staff member against whom charges have been preferred to appear at a hearing or to give testimony during any hearing held pursuant to this Article, shall not prevent the Hearing Officer from making findings of fact and determining guilt or innocence based on evidence and testimony presented during any hearing held pursuant to this Article.

6. In the event the Hearing Officer finds the staff member innocent of the charges presented against him, such charges shall be dismissed.

7. In the event the staff member against whom charges have been preferred is found guilty by the Hearing Officer, the Hearing Officer shall forward his findings and recommendations as to the penalty to be imposed to the President. The President shall review such

IV. B. findings, and recommendations and submit them together with his recommendations to the Board, together with a copy of the record of the hearing in the event a hearing is held.

8. The Board shall review the record, if any, and the recommendations of the Hearing Officer and the President and shall impose such penalty as it deems appropriate in the interests of justice. The determination of the Board pursuant to this Article shall not be subject to the Provisions of Article XXVI of this Agreement.

9. When, in the opinion of the President, there is a danger to the College, its employees, its students or the public, a person upon whom charges have been served may be suspended by the President without salary pending final action upon such charges by the Board. If a person against whom charges have been served is suspended without salary and subsequently is reinstated to his position by action of the Board, he shall be paid the salary which he otherwise would have received during the period of such suspension.

C. Termination for Retrenchment

The services of any staff member may be terminated in the event of financial or program retrenchment. The President shall give due consideration to the question of seniority in making his recommendations to the Board of Trustees for their action. There shall be no right of appeal from such action by the Board of Trustees.

ARTICLE VII

CONSIDERATION FOR VACANCIES

The President of the College shall inform the President of the Association of approaching vacancies on the staff and of new positions to be created before releasing this information to the public or before soliciting elsewhere for replacements, in order to give the present staff members the opportunity to apply for the positions. A staff member wishing to be considered for such a vacancy shall be afforded an interview.

ARTICLE VIII

RESIGNATION

A staff member shall notify the President, in writing, at least thirty (30) calendar days prior to the last day of instruction for a given quarter that he does not intend to return for the following quarter, provided, however, that the President or his designee may waive compliance with this notice requirement.

ARTICLE IX

PROFESSIONAL OBLIGATION

The appointment year for each staff member shall be from September first through August thirty-first next following. The professional obligation of a staff member having a twelve (12) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, and continue until August thirty-first next following. The professional obligation of a staff member having a ten (10) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, on which day he shall report for service, unless otherwise directed by the College President or his designee, and continue until June thirteth of that appointment year, unless notified of his release at an earlier date by the College President. Staff members having a ten (10) month obligation shall not be required to report for service on those days, on which the College is open, which have been designated as Thanksgiving, Christmas or Spring recess periods for full-time day students. The term service as used herein shall mean the availability of the staff member to properly perform the duties and responsibilities of his professional obligation, under the general supervision of the administrator or administrative officer to whom he or she reports.

The parties agree that, except otherwise provided herein or previously approved (as in the case of illness or official travel) by the appropriate administrator or administrative officer, staff members are expected to be present and available on campus each day the College is open, which is normally Monday through Friday, during which time they will perform their professional obligation and duties including, but not limited to, attending all meetings scheduled by the administrator to whom they report and all meetings of committees to which they have been appointed or elected. Scheduled classroom commitments take precedence. In addition, members of the Faculty shall attend commencement exercises and meetings of the Faculty.

ARTICLE IX (con't)

Members of the teaching faculty shall schedule, for the benefit of their students, at least five (5) office hours per week, distributed over at least three (3) days of the week, in accordance with guidelines established by the College.

ARTICLE X

PROFESSIONAL TEACHING ASSIGNMENTS

1. Wherever used in this Article:

   (a). The term teaching faculty member shall mean a staff member having academic rank and who has classroom or laboratory teaching assignments as his or her major responsibility.

   (b). The term class period shall mean a fifty (50) minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these; and shall also mean that one student credit hour would be assigned to a course requiring at least ten (10) such periods, and would extend through the quarter as indicated in the Academic Calendar of the College.

   (c). The term practicum period shall mean a fifty (50) minute period devoted to the direction and guidance of student application and/or development of principles and concepts in a particular physical environment. The practicum period includes laboratory, studio periods and drafting work and shall mean that the course would require in excess of ten (10) such periods for each student credit hour assigned to the course, and would extend through the quarter as indicated in the Academic Calendar of the College.

   (d). The term contact hour shall be the equivalent of ten (10) class periods or practicum periods.

   (e). The term teaching credit hour shall be the equivalent of ten (10) class periods or twenty (20) practicum periods.

2. Designation of class periods or practicum periods for any new course, or changes in such designation, shall follow procedures established by the College.

3. The normal teaching load for the Fall, Winter and Spring quarters for a full-time teaching faculty member shall be forty-five (45) teaching credit hours or fifty-four (54) contact hours, whichever is reached first. The Department Chairman may assign a teaching faculty member to a teaching load of not more than forty-seven (47) teaching credit hours or nor more than fifty-six (56) contact hours when, in his opinion, the proper scheduling of classes requires such modifications.

   The teaching load shall wherever practicable, be fifteen (15) teaching credit hours or eighteen (18) contact hours per quarter, except that when the quarter's teaching load would not otherwise exceed fifteen (15) teaching credit hours or eighteen (18) contact hours, one additional course may be assigned for that quarter, provided, that the maximum for the Fall, Winter and Spring quarters, as stated above, shall not be exceeded. Not more than one (1) evening division course may be assigned to a teaching faculty member as part of his normal teaching obligation for a given quarter.

   A teaching faculty member shall not be required to be responsible for more than three (3) course preparations per quarter.

4. The normal teaching load of the teaching faculty member who is engaged to teach less than three (3) quarters during the year shall not be less than fourteen (14) nor more than sixteen (16) teaching credit hours, or not less than seventeen (17) nor more than nineteen (19) contact hours each quarter during which he has a teaching obligation.

5. Subject to the conditions in paragraphs (3) and (4) of this Article, a teaching faculty member, not having an evening course assigned as part of his required teaching load, may be permitted to teach a single course in the evening division in addition to his assigned teaching load for that quarter at the request of the Director of Continuing Education, or his designee, and with the approval of his Department Chairman, but in no case shall this result in the teaching faculty member teaching an overload, as defined in paragraph 3, during each of the three quarters, whether as part of his required load or for extra compensation. The teaching faculty member

   shall be paid pursuant to the provisions of Article XVII for a course taught in the evening division, provided his annual teaching load, excluding such course, is not less than forty-five (45) teaching credit hours or not less than fifty-four (54) contact hours.

6. Members of the teaching faculty who are requested, in writing, by the Dean of Faculty, or his designee, and who agree, to teach in the Summer quarter will normally be assigned not less than six (6) teaching credit hours, but shall receive not less than that salary otherwise payable for six (6) teaching credit hours, except that a teaching faculty member who requests, and receives approval to teach less than six (6) teaching credit hours during the Summer shall receive compensation for the actual number of teaching credit hours taught. A teaching faculty member may request Summer teaching assignments.

7. Exceptions or temporary waivers of the provisions of this Article may be granted, in advance, in accordance with procedures established by the President, except that no teaching faculty member shall have his load increased beyond the maximum without his written permission.

8. The Provisions of this Article shall be subject to the availability of funds and space.

ARTICLE XI

FACULTY RECORDS AND INSPECTION OF FILES

A. The College shall maintain one personal file for each staff member.

B. The Personal File shall contain the following:

   1. Information relating to the staff member's academic and professional accomplishments submitted by the staff member or placed in the file at the staff member's request, except for placement folders or references provided by agencies or individuals at the time the staff member was being considered for a position at the College. All formal correspondence between the staff member and the President shall be placed in this file.

ARTICLE XI (con't)

B. 2. Copies of all formal evaluations of the staff member's professional performance at the College shall not be placed in the staff member's personal file until the staff member has been given the opportunity to read the contents and attach any comments he may so desire. Each such evaluation shall be initialed by the staff member before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the staff member of the contents of such evaluation. If the staff member refuses to initial any such evaluation after having been given an opportunity to read the same, a statement to that effect shall be affixed to the evaluation.

3. The College shall also maintain a file of business records relating to the staff member, generated by the College, and including the payroll and benefit information. This file may be kept separate from that which includes items (1) and (2) above.

C. The personal file shall be available for review to the staff member and his representative at reasonable times during the business hours of the President's Office. Such files will be treated in a confidential manner.

D. Staff members shall not be required to furnish personal or educational data previously submitted to the administration, but each staff member shall furnish whatever new or updated information is needed to maintain his personal file on a current basis.

E. Copies of annual evaluations and biographical data will be made available to the Committee on Promotions or Committee on Continuing and Career Appointments, whenever necessary, upon request, under procedures established by the President.

ARTICLE XII

EVALUATION

A. At least once each year the professional activities of each staff member shall be formally evaluated. In the case of those who are to be reappointed, a written evaluation shall be placed in the personal file on those staff members.

ARTICLE XII (con't)

B. Whenever the College decides, after a careful review of all factors known to it, not to reappoint a staff member, this shall be communicated to that person by his immediate supervisor in a personal meeting before the decision to not reappoint is presented in writing to such staff member. The staff member may request a meeting with his immediate supervisor to present his position in regard to the matter and this shall be granted within fifteen (15) days, before the decision not to reappoint has been communicated in writing. At the meeting, the staff member may present any written or oral statement or other documents which he considers appropriate. Following the meeting, copies of all written statements or documents shall be forwarded to the President of the College for his information, together with any additional statement in writing which the staff member wishes to submit as a result of the meeting. These documents shall be placed in the personal file on the staff member. The President of the College may, at his discretion, add to such file any comments or observations which he may deem appropriate.

C. Failure to reappoint a staff member shall not be subject to the grievance procedure.

D. Should the administration or department chairman decide to utilize classroom visitations as part of the evaluation process, such classroom visitations shall be made upon advance notice to the teaching faculty member as to the time and place of such visitation.

E. In the case of those who are to be reappointed, the supervisor shall discuss the evaluation with the staff member, who prior thereto, shall have been given an opportunity to inspect and, if he wishes, to duplicate such evaluation at his own expense. At the annual conference, the staff member shall have the right to bring in any material he feels is pertinent to the proper consideration of the nature and scope of the evaluation prior to its submission to the Administration. At such conference the staff member's total academic and professional program for that year and cumulatively to date shall be reviewed. Immediately following the discussion of the evaluation with the staff member, the supervisor shall prepare a record of the discussion in memorandum form. Such memorandum shall become a part of the staff member's personal file. The staff member may prepare a similar memorandum, which shall also become a part of the staff member's personal file subject to the provisions of Article XI.

ARTICLE XIII

STAFF ACCEPTANCE OR REJECTION OF APPOINTMENTS

1. In the case of staff members holding term appointments, the President shall notify, in writing, each staff member as to whether or not his appointment is to be renewed. For those appointed prior to the first of October of a given academic year, such notification shall be given prior to the following first of March. For those appointed between the first of October and the first of March, such notification shall be given prior to the first day of May. For those appointed on or after the first of March, for terms expiring prior to the first of September, the President shall determine the date of notification regarding a renewal of the appointment.

2. A notification of reappointment will be in writing and will contain a statement of intention with respect to the following items:

   1. The position and department or office to which the staff member will be assigned, together with any significant change contemplated in the responsibilities of the position.

   2. Rank, where applicable.

   3. Salary amount, which will be subject to such modifications as may result pursuant to terms of a contract executed by the Employer and the Employee organization pursuant to the Taylor Act.

3. Upon notification by the President that his term appointment is to be renewed, the staff member shall accept or reject the reappointment, in writing, within twenty-one calendar days following the date of the letter of notification.

4. Should a staff member receiving a notice of reappointment not accept in writing within the time specified above, such failure to act shall be considered an effective resignation.

5. A staff member not receiving a notice of reappointment shall be afforded an opportunity to submit a resignation, which shall become part of his personal file, provided that he submits his letter of resignation within fifteen (15) days following his notification that his appointment will not be renewed.

ARTICLE XIV

EVALUATION CRITERIA FOR REAPPOINTMENT AND PROMOTION

The qualities to be considered in evaluating teaching faculty members shall be those which determine their effectiveness in performing their duties and their general contribution to the purposes of the College. The evaluation shall be based upon those of the following factors which relate to the particular type of work with which the teaching faculty member is concerned.

1. Effectiveness in performing the duties and responsibilities of the position as evidenced by results, judgment of colleagues, professional reputation, etc.

2. Effectiveness with students

   (a). Teaching ability and classroom performance
   (b). Advising ability
   (c). Character, personality and ability to get along with students and colleagues
   (d). Development of programs and materials
   (e). Student achievement and reaction

3. Scholarship as shown by contributions to the subject matter field, arts, education, etc.

4. Contributions to the College and community as evidenced by committee work, administrative work, and work with community or students in addition to normal student-teacher relationships.

5. Professional growth and development as demonstrated by research, attendance at conferences, and ability to handle increased responsibility; mastery of subject matter as evidenced by such things as advanced degrees and/or other academic attainments, honors, and awards, past experience and positions held, professional licenses and professional reputation within and without the College and reading and activities involving contact in the subject matter field.

Effectiveness in the major area of responsibility of each teaching faculty member shall be the prime factor in his evaluation.

ARTICLE XV

PROMOTIONS IN ACADEMIC RANK

1. Policy

It shall be the policy of the College to review, periodically and systematically, the status and growth of each staff member and to seek to confer such promotions as are deemed warranted in accordance with this Article.

Promotions prior to a continuing appointment shall not be deemed a commitment of the College's intention to grant a continuing appointment.

2. Eligibility

All full-time staff members who hold the rank of instructor, assistant professor or associate professor.

3. Authority to Grant

Authority to grant promotions rests with the Board of Trustees in its sole and absolute discretion following recommendations of the President.

4. Periods and Service Eligibility

A. Regardless of other provisions of this article, promotions may be conferred at any time and may become effective at any time in accordance with the directives of the Board of Trustees. Normally, such promotions become effective coincident with the beginning of the next academic year following the date of favorable action by the Board of Trustees.

B. Promotion in accordance with this article is based on merit. Period of service in rank shall not constitute grounds for eligibility nor shall there be any term of service in rank required as a condition of consideration for promotion.

5. Procedures

A. Promotion from Instructor to Assistant Professor

1. The question of a staff member's promotability from Instructor to Assistant Professor shall be raised and considered prior to, or coincident with, continuing appointment considerations.

5. A. 2. On or before January 1, the Instructor's immediate supervisor shall forward his recommendations for promotion to the Dean of Faculty. The Dean of Faculty may, after adding his recommendations, forward all recommendations to the President who in turn may make recommendations to the Board of Trustees at its February meeting. Notice of favorable action by the Board of Trustees shall be conveyed in writing to the Instructor prior to March 1.

3. All recommendations shall be supported by the evidence available.

4. In the absence of recommendations by the immediate supervisor, the Dean of Faculty may initiate whatever action he deems necessary to insure that each Instructor is appropriately considered and his status reviewed.

B. Promotion to the Rank of Associate Professor or Professor

1. It shall be the responsibility of the immediate supervisor to forward his recommendations for promotion to a Committee designated by the President for that purpose on or before December 1 of the academic year prior to that in which the promotion may become effective.

2. It shall be the responsibility of the Committee to initiate such other recommendations for promotion in academic rank as the Committee deems warranted under the provisions of this article.

3. The Committee shall forward its favorable recommendations, together with such evidence as it has collected, to the Dean of Faculty on or before January 1, who may, after adding his recommendations, forward all recommendations to the President.

The President may forward all recommendations and evaluations for action by the Board of Trustees at its February meeting.

Favorable action of the Board of Trustees shall be conveyed in writing to the staff member prior to March 1.

C. All recommendations and materials resulting in favorable actions shall be placed in the personal file of the staff member. All other recommendations and material shall be placed in a separate file in the Office of the President.

ARTICLE XVI

SALARIES

I. For the purpose of establishing an appropriate salary schedule, all full-time non-teaching staff members shall be assigned to categories as follows:

1. Category A

Technical Assistant
Assistant to the Registrar
College Nurse

2. Category B

Coordinator of Cooperative Education
Technical Specialist
Educational Opportunity Coordinator
Director of Financial Aids
Assistant Director of Continuing Education
Educational Communications Specialist
Director of Student Activities

3. Category C

Assistant Librarian I
Counsellor I

4. Category D

Assistant Librarian II
Counsellor II

5. Category E

Associate Librarian
Counsellor III

6. Category F

Librarian

The Board of Trustees reserves the right to create additional categories and upgrade positions where it is deemed to be in the best interests of the College to do so.

II. The following minimum and maximum salaries shall be established for Categories A and B based upon a 12-month obligation. Staff members assigned a professional obligation of less than twelve (12) months shall have the salary otherwise payable on a twelve month obligation basis reduced at a rate of 8-1/3% of the appropriate twelve month annual salary per month. Minima and maxima will be reduced accordingly.

ARTICLE XVI (con't)

	Minimum	Maximum
1. Category A	$7,200	$11,400
2. Category B	$9,540	$15,000

III. The following minimum and maximum salaries shall be established for Categories C, D, E and F, based upon a 10-month obligation:

	Minimum	Maximum
1. Category C	$ 7,950	$11,200
2. Category D	$ 8,750	$12,750
3. Category E	$10,450	$14,250
4. Category F	$12,850	$16,000

IV. The following minimum and maximum salaries shall be established for each rank held by full-time members of the teaching faculty, based upon a ten month obligation:

	Minimum	Maximum
1. Professor	$12,850	$20,200
2. Associate Professor	$10,450	$16,800
3. Assistant Professor	$ 8,750	$14,100
4. Instructor	$ 7,950	$12,500

V. Each staff member employed during the 1971-1972 academic year, who completed at least half of the normal professional obligation of his or her position during that year, and who continues in service for the 1972-73 academic year shall receive a salary increase of 5.5% of the staff member's base salary for the 1971-72 academic year, such increase to be rounded to the next higher dollar amount and added to said base salary effective September 1, 1972.

VI. The Board of Trustees reserves the right to award additional increases to individual staff members on a selective basis.

VII. In no event shall any increase in salary raise the total salary of an incumbent above the maximum salary for that position, except by action of the Board of Trustees.

ARTICLE XVI (con't)

VIII. An initial appointment to any position shall be at a salary which, in the judgment of the Board of Trustees, is commensurate with the credentials and experience tendered by the applicant.

IX. Each party shall have the right to reopen negotiations on or after January 1, 1973 with respect to changes in the base salaries of Staff members as of September 1, 1973, such changes if any, to take effect September 1, 1973.

Further, either party shall have the right to reopen negotiations on or after January 1, 1974 with respect to changes in the base salaries of staff members as of September 1, 1974, such changes, if any, to take effect September 1, 1974.

ARTICLE XVII

COMPENSATION FOR SUMMER EMPLOYMENT
& OVERLOAD IN THE EVENING DIVISION

1. Members of the teaching faculty shall, for summer employment, receive compensation for teaching on the basis of one sixtieth of their current base salary for each teaching credit hour.

2. In the event services not part of a normal professional obligation are performed during the summer session by staff members having less than a twelve (12) month obligation, other than teaching faculty, such staff members shall receive additional compensation for such services computed at the rate of one forty-second of their current base salary for each week of such service, except that pro-rate reductions shall be made for part-time services.

3. Compensation for Overload in Evening Division. Members of the teaching faculty shall, for teaching an overload in the Evening Division, receive compensation for teaching on the basis of one sixtieth of their current base salary for each teaching credit hour.

ARTICLE XVIII

SABBATICAL LEAVE

The College recognizes that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while a faculty member is engaged in full time service on the campus. The College therefore recognizes the desirability of a sabbatical leave policy as will be of benefit to both the College and the faculty member.

The purpose of such leave is to provide opportunity to improve the qualifications of the faculty member, the quality of his or her professional performance and the value of the member's further service to the College. The request for sabbatical leave will set forth in detail the plans for the period of absence and the contribution that the planned program should make both to the faculty member and to the College. If such sabbatical leave is granted, the recipient will file a full report with the President within three (3) months after his or her return.

A member of the Faculty will be eligible for sabbatical leave after six (6) consecutive years of full-time on-campus service.

Periods of sick leave, maternity leave or approved leave without pay should not count toward this six year total, but will not be deemed to be an interruption of otherwise continuous service. Faculty members who have discontinued their service to the College without approved leave, and have returned to the College, will lose previously accrued sabbatical leave time. Individuals who have been granted and taken sabbatical leave shall be eligible to apply for additional leave at the completion of another six (6) years of on-campus service under the same conditions as previously stated.

The request for sabbatical leave and the program plan shall be submitted to a designated sub-committee of the Professional Status Committee no later than nine (9) months (excluding July and August) preceding the academic year in which the sabbatical will be taken. The sub-committee shall forward its recommendation to the President and the Board of Trustees for action no later than seven (7) months in advance of the anticipated departure date. When there are more than one recommendation, the committee shall develop a system of priorities in its recommendations to the President. In cases where no distinction between the merit of applications can be made, priority will be established for the applicant possessing the longer period of service at the College without sabbatical leave. The Faculty member shall be notified by

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ARTICLE XVIII (con't)

the President in writing of approval or disapproval no later than three (3) months prior to his planned departure. In those cases in which, in the opinion of the President, the granting of a sabbatical leave would impair the functions of the department or office, a faculty member shall be required to postpone his leave.

Faculty members will receive one-half of their annual salary during the period of sabbatical leave which equal or exceed one-half of their annual obligation. Faculty members taking sabbatical leaves of less duration will be compensated at their regular salary rate while on leave. The Faculty member will be compensated only at the difference between the rate of pay received from the College and that received from another employer during his sabbatical leave,unless the rate of pay received from the other employer exceeds the individual's regular salary rate of the College. In the latter case he will not be compensated by the College. If the Faculty member takes another position rather than returning to Schenectady County Community College to complete the following full year of academic service, the full amount of money received from Schenectady County Community College while on sabbatical leave must be repaid to the College.

A Faculty member returning from sabbatical leave shall retain the rank and position which were in effect before the leave unless he or she shall have been promoted, or assigned to a different position with his or her consent. The period of sabbatical leave shall be credited as continuous service for continuing and career appointment policies, for retirement, vacation, sick leave, eligibility for promotion, and salary increases. All health and other benefits shall continue in effect during the leave and the sabbatical leave shall not be counted as a period of vacation for those on twelve months' appointments.

The Board of Trustees will provide for at least one sabbatical leave per budget year, unless there are no qualified applicants. Applicants will be selected by the Board on the merit of the leave project in accordance with the provisions of this policy.

ARTICLE XIX

SICK LEAVE AND VACATION LEAVE FOR EMPLOYEES IN THE PROFESSIONAL SERVICE

A. Definitions. When used in this Part:

(1) The term calendar year employee shall mean any staff member having a twelve (12) month professional obligation.

(2) The term academic year employee shall mean any staff member other than a calendar year employee.

B. Vacation Leave for Calendar Year Employees

(1) Accrual of Vacation Credit. Calendar year employees serving on a full-time basis shall accrue credits for vacation leave at the rate of one and three quarters days per calendar month during each month, or major fraction thereof, of their service within the College. In addition, calendar year employees shall be entitled to an additional day of vacation leave for each bank holiday on which the employee was required to work.

(2) Accumulation of Vacation Credit. Vacation leave credits pursuant to this title in excess of thirty days (30) shall not be permitted.

(3) Use of Vacation Leave Credit. Vacation leave shall be taken at such times as may be approved by the President or his designated officer.

(4) Charges. For the purpose of this title, no charge to a vacation leave shall be made with respect to a day during any period of vacation absences which a calendar year employee would not otherwise have been required to work, such as bank holidays or special days designated by the County of Schenectady.

C. Vacation Leave for Academic Year Employees

(1) Academic Year Employees. No vacation leave shall be granted to any academic year employee in addition to the time during which he is permitted to be absent in any calendar year by reason of the terms of his annual professional obligation. No such employee shall accrue credits for vacation leave.

ARTICLE XIX (con't)

D. Sick Leave

(1) Accrual and Accumulation of Sick Leave Credits. All staff members in the professional service, other than those on leave without salary pursuant to Articles XIX, XXI, XXII, XXIII, shall accrue credits for sick leave at the rate of one and three quarters days per calendar month during each month or major fraction thereof of their service within the College provided, however, that accumulations of sick leave credits in excess of one hundred and fifty (150) days pursuant to this section shall not be permitted.

Such staff members serving on a part-time basis shall not accrue sick leave.

(2) Other Sick Leave Credit. Upon appointment to a position in the unclassified service, any sick leave credits accumulated pursuant to the attendance rules for the classified service shall be credited, and shall be used, if required, in accordance with the provisions of this title.

(3) Authorization by Chief Administrative Officer. The President, or his designated officer, shall permit staff members who are unable to perform their duties because of illness to use any and all accumulated sick leave credits as may be available to them by reason of accruals pursuant to the preceding sections of this title.

The President, or his designated officer, may grant staff members additional sick leave at full pay, provided, however, that any such additional sick leave, together with any sick leave accumulated pursuant to the preceding sections of this title, used pursuant to this section, shall not exceed a total of six (6) calendar months. Subject to the foregoing, no additional sick leave pursuant to this section shall be approved until such time as all existing sick leave credits, including such sick leave credits as may have been accumulated pursuant to the attendance rules for the classified service, have been exhausted.

ARTICLE XIX (con't)

(4) Sick Leave Without Salary. The President or his designated officer, may grant sick leave without salary for a period not to exceed one (1) year to staff members.

(5) Authorization by the Board of Trustees. The Board of Trustees after receiving the recommendation of the President, may grant staff members such sick leave, in addition to that provided by subdivision D of this Article, if any, as it may determine, with or without salary.

(6) Charges. For the purpose of this title, no charge to sick leave shall be made with respect to a day during any period of absence for sickness during which a staff member would not have otherwise been required to work.

(7) Substitute Service. During the absence on sick leave of staff members of the College, the President, or his designated officer, shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable work load of the other staff members and such persons on sick leave shall not be required or permitted to contribute toward the salary of a substitute during their absence.

(8) Reporting Sick Leave. Each staff member shall submit appropriate reports of any sick leave taken as may be required by the President of the College.

ARTICLE XX

LEAVE FOR JURY DUTY

A staff member selected for jury duty will be granted leave with full pay when attendance as a juror is required by the court, provided however, such staff member shall transmit to the College the fee or fees paid to him by reason of such service.

ARTICLE XXI

PROFESSIONAL LEAVE WITHOUT SALARY

The Board of Trustees may grant leaves of absence, without salary, of not to exceed one (1) year for the purpose of permitting a staff member to commence, continue to complete advance study, serve as an exchange teacher, serve with a professional organization, or to perform research in his area of professional competence, when, in the opinion of the Board of Trustees, such leave would be in the best interest of the staff member and the College, and when such absence would not unduly affect normal College operations or the academic program. The Board of Trustees may extend such leaves for additional periods of not to exceed one (1) year each. Staff members granted such leave shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law.

ARTICLE XXII

MATERNITY LEAVE

As soon as any staff member shall become aware of pregnancy, she shall notify the President and apply for a leave of absence.

Leaves of absence shall normally commence at the beginning of the fall, winter or spring quarter unless the President or applicant shall deem it necessary that the leave be sooner.

Leaves of absence shall not be for more than twelve (12) calendar months. Extension of maternity leave may be permitted on request, but not to exceed a period of one year from the end of the original leave.

Maternity leave shall be granted without pay.

Additional maternity leaves may be granted at the discretion of the President.

Sick leave credit may not be used for maternity purposes.

In the absence of notice given to the President at least two (2) months prior to the expiration of the leave as to whether or not the staff member will return to duty, it shall be deemed that such staff member does not intend to return to duty.

ARTICLE XXIII

DISABILITY LEAVE

Where a staff member receives compensation under the Workmen's Compensation Law on account of disability, he shall elect in writing whether he desires to have sick leave with pay during such disability. If he so elects, he shall, for the period of his disability, not exceeding his accumulated sick leave time, be paid the difference between what he received as compensation and his regular rate of pay. The time during which he is so paid shall be deducted from his accumulated sick leave time.

ARTICLE XXIV

PERSONAL ABSENCE

The President shall permit staff members to absent themselves without loss of salary for the funeral of a member of the staff's immediate family. The term immediate family shall mean grandparent, parent, spouse, sibling, child, grandchild or corresponding in-laws. Upon advance notice to and written approval by the President or his delegated representative, staff members may absent themselves to attend to personal matters without loss of salary. A maximum of two (2) days of such personal absences will be permitted to a ten (10) month staff member without advance notice and written approval provided that such staff member has made arrangements to have his duties performed in his absence and has so notified his immediate supervisor.

ARTICLE XXV

MEDICAL AND HOSPITALIZATION INSURANCE

All medical insurance benefits in effect on August 31, 1977 shall remain in effect with the entire cost being borne by the College.

ARTICLE XXVI

GRIEVANCE PROCEDURE

Personal Grievance Procedure

A. Definition

A personal grievance is an allegation by a staff member that there has been an arbitrary or discriminatory application of, or a failure to act pursuant to, the policies of the Board of Trustees related to the terms and conditions of employment.

B. Procedures for Handling Personal Grievances

Step 1 (a)

A staff member alleging a grievance shall discuss the alleged grievance with his immediate supervisor not later than thirty (30) calendar days after the event upon which the grievance is based occurred, either personally or by a representative with the objective of resolving the matter informally. If the grievant submits the grievance through a representative, the grievant may be present at the informal discussion.

Step 1 (b)

If the grievance is not resolved informally within five (5) calendar days after discussions, as provided in (a) above, it shall be reduced to writing and presented to the supervisor, with a copy to the President of the College, or his designee. Within five (5) scheduled days after the written grievance is presented to him, the supervisor shall render a decision in writing, with a copy sent to the President of the College, or his designee.

Step 2

If the Grievant is not satisfied with the determination made at Step 1, he may appeal such determination to the President. Such appeal must be made in writing on official grievance forms within five (5) calendar days after the issuance of the Step 1 determination. The Grievant, if he so desires, may request the appointment of an ad hoc committee for the sole purpose of fact finding, said committee to be appointed as follows: one member appointed by the President of the College, one member appointed by the President of the Association, and a third member to be Chairman,

Step 2 (con't)

mutually agreed upon and jointly appointed by the two members theretofore designated. The ad hoc committee will transmit to the President of the College, in writing, a report, such report to be limited to the findings of fact made by said committee within five (5) days of its appointment. The President shall meet with the Grievant or his representative within fourteen (14) calendar days of receipt of the appeal or of the report of the ad hoc committee, as the case may be, for the purpose of discussing the grievance. Within ten (10) calendar days following the last such meeting, the President shall issue a written determination and send it to the Grievant. There shall be no further appeal from such written determination concerning matters involving academic judgment or relating to appointment, reappointment, tenure or promotion.

Step 3

If the Grievant is not satisfied with the decision at Step 2 concerning a matter other than one involving academic judgment or relating to appointment, reappointment, tenure or promotion as to which Step 2 determination shall be final, he may file a written appeal with the Board of Trustees. Copies of all earlier written decisions shall be submitted with the appeal. If an ad hoc committee has submitted a report as provided at Step 2, this report shall also be furnished to the Board of Trustees on appeal. The Grievant or his representative shall be given the opportunity to orally present his position to the Board of Trustees, or a committee thereof, within ten (10) calendar days after the notice of appeal. Within ten (10) calendar days after such oral presentation, if requested, or within the ten (10) calendar days after the notice of appeal, if no oral presentation is requested, the Board of Trustees or its committee shall render a decision in writing to the Grievant. If an ad hoc committee was not convened at Step 2, or for any reason failed to submit a written report, then within seven (7) calendar days after receipt of the appeal, the Board of Trustees shall set a date for a hearing and notify the Grievant. Hearings on the grievance shall be held within seven (7) calendar days of the issuance of the notice either by the Board of Trustees or a duly authorized committee thereof. The Board of Trustees or its committee shall render a decision, in writing, to the

ARTICLE XXVI (con't)

B. Step 3 (con't)

Grievant within ten (10) calendar days after the conclusion of the hearing. There shall be no further appeal from a determination by the Board of Trustees.

C. Representation

The Grievant may be represented by a person of his own choice at any and all of the 3 steps of the Personal Grievance Procedure.

D. Time Limits

The parties may mutually agree to extend or contract the time limits hereinabove specified.

E. Forms for Filing Grievances

Forms for filing grievances shall be jointly developed by the President or his nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon printed and distributed to the members of the staff, upon request.

F. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Contract Grievance

A. Definition

A contract grievance is a dispute concerning the interpretation of a specific term, condition or provision of this Agreement, provided, however, that such specific term, condition or provision shall not include any matter involving an employee's rate of compensation. Disputes which do not involve the interpretation of a specific term, condition or provision of this Agreement; or foreclosed either by this Agreement or by Statute, rule or regulation; matters which are hypothetical, not actual, where what is sought is an advisory decision or opinion, shall not be considered a contract grievance.

ARTICLE XXVI (con't)

Contract Grievance (con't)

B. The contract grievance procedure shall be as follows:

Step 1

The Association (hereinafter referred to as the Grievant) shall present the grievance in writing on official grievance forms to the person who has been designated by the College for such purpose not later than thirty (30) calendar days following the date on which the act or omission resulting from such alleged misinterpretation occurred. The person designated to receive the grievance may request the Grievant to meet informally in an effort to resolve the grievance. The person designated to receive the grievance shall reply to the Grievant, in writing, within fourteen (14) calendar days following his receipt of the grievance.

Step 2 - President

If the Grievant is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the Grievant shall within ten (10) calendar days of receipt of Step 1 determination file a written appeal of the decision at Stage 1 with the President. Copies of the written decision at Stage 1 shall be submitted with the appeal. The President or his duly authorized representative, shall set a date for an informal hearing, notify the Grievant as to the date of the hearing, and shall conduct such hearing. Such hearing shall commence within ten (10) calendar days after receipt of the appeal by the President. The President shall render a decision, in writing, to the Grievant within five (5) calendar days after the conclusion of the hearing.

Step 3 - Review Panel

(a) If the Grievant is not satisfied with the decision at Step 2, the Grievant may submit the grievance to the three member Review Panel, by written notice to the President within five (5) working days of the decision at Stage 2.

ARTICLE XXVI (con't)

Step 3 - Review Panel (con't)

(b) The Association and the College shall each select one member of the Panel. The two selected members shall meet to determine a mutually agreeable third panel member.

(c) Within five (5) working days after such written notice of submission to the Review Panel, the Review Panel members will agree upon a mutually acceptable chairman and will obtain a commitment from him to serve.

(d) Should the parties fail to agree on a third member, a request for a list of possible panel members will be made to the AAA by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(e) The Review Panel will hear the matter promptly and will issue its decision no later than forty-five (45) calendar days from the date of the close of the hearing or receipt of transcript of hearing. The Panel's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions on the issues. The College may initiate a contract grievance at this Step 3 and proceed directly to a hearing before a Review Panel.

(f) The Review Panel shall have no power to add to or subtract from, modify or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his, its or their powers.

(g) The Review Panel shall consider only the precise issue submitted and shall have no authority to determine any other issue or question not so submitted, not include in the decision observations or declarations of opinion not essential to the reaching of the determination.

ARTICLE XXVI (con't)

B. Step 3 - Review Panel (con't)

(h) A record of the proceedings shall be made. All fees and expenses of the Panel and the stenographer which may be involved in the panel proceedings shall be equally divided between the parties.

(i) The findings of the Panel shall be in writing and are to be signed by a concurring majority. The findings will set forth the findings of fact and conclusions of the panel. Appropriate steps will be taken by the respective parties involved to resolve the grievance in accordance with the findings of the panel.

(j) If either party, within fourteen (14) calendar days after the panel's decision states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the Panel.

(k) Unless the decision of the Panel is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules within fourteen (14) days of receipt thereof, it will be accepted as final and binding by the parties.

Procedures

A. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of any of the faculty participants.

B. Forms for filing grievances shall be jointly developed by the President or his nominees and the Grievance Committee of the Association.

ARTICLE XXVII

ACADEMIC FREEDOM

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, the teaching faculty member is free to discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen, the staff member has the same freedoms as other citizens. However, in his extramural utterances he has an obligation to indicate that he is not an institutional spokesman.

ARTICLE XXVIII

STUDY COMMITTEES

A. A committee shall be appointed, on or before October 1, 1972, to study the relationship of contact hours to teaching credit hours with respect to computing teaching loads. The President and the President of the Association shall each appoint three members to this committee. A report shall be submitted to the President and the President of the Association no later then April 1, 1974.

Either party shall have the right to reopen negotiations concerning the report of the committee with respect to the relationship between contact hours and teaching credit hours on or after April 1, 1974, but prior to July 1, 1974. Any agreement reached as a result of such negotiations shall take effect September 1, 1974.

B. A committee shall be appointed on or before October 1, 1972 to study the question of continuing appointment for teaching faculty members. The President and the President of the Association shall each appoint three members to the committee. The committee shall submit a report to the President and the President of the Association no later than March 1, 1973. Either party shall have the right to reopen negotiations concerning the report of the committee with respect to the question of continuing appointment for teaching faculty members after March 1, 1973 but prior to April 1, 1973. Any agreement reached as a result of such negotiations shall take effect September 1, 1973.

ARTICLE XXVIII (con't)

C. A committee shall be appointed on or before October 1, 1972 to study the evaluation criteria for reappointment and promotion for staff members serving in position of librarian and counsellor. The President and the President of the Association shall each appoint three members to the committee. The Committee shall submit a report to the President and the President of the Association no later than February 1, 1973. Either party shall have the right to reopen negotiations concerning the report of the committee with respect to the question of the evaluation criteria for reappointment and promotion for staff members serving in positions of librarian and counsellor after February 1, 1973, but prior to March 1, 1973. Any agreement reached as a result of such negotiations shall take effect September 1, 1973.

ARTICLE XXIX

ASSOCIATION RIGHTS

The Association or its representatives shall be permitted to transact official Association business pursuant to Article 14 of the Civil Service Law on College Property in accordance with published standards to be developed by the Board of Trustees. The Board of Trustees shall designate the person to whom such requests to conduct official Association business shall be made.

The Association or its representatives may also request permission, of the person designated by the Board of Trustees, to use College property or equipment, in accordance with conditions developed by the College. The Association agrees to reimburse the Board of Trustees for all costs and expenses incurred by the Board of Trustees in connection with or as a result of the use by the Association of such space and equipment.

ARTICLE XXX

PREPARATION AND DISTRIBUTION OF CONTRACT

A copy of this Agreement shall be printed by the College and given to all staff members.

ARTICLE XXXI

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXXII

SEVERABILITY

In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall have the effect of loss to the Board of Trustees of funds made available through federal or state law or otherwise, then such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE XXXIII

DURATION OF AGREEMENT

The term of this Agreement shall be from September 1, 1972 through August 31, 1975.

ARTICLE XXXIV

CONCLUSION OF NEGOTIATIONS

This agreement is the entire agreement between the parties, terminates all prior agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations.

ARTICLE XXXV

SCHEDULE "A"

Unit

Instructor
Assistant Professor
Associate Professor
Professor
Technical Specialist
Technical Assistant
College Nurse
Educational Opportunity Coordinator
Counsellor I, Counsellor II and Counsellor III
Assistant to the Registrar
Director of Financial Aids
Assistant Librarian I, Assistant Librarian II,
Associate Librarian and Librarian
Assistant Director of Continuing Education
Educational Communications Specialist
Director of Student Activities
Coordinator of Cooperative Education

Excluded: Department Chairmen and the Director of Physical Education Program, regardless of rank, and all other employees.

The Board of Representatives for the County of Schenectady has executed this Agreement by virtue of the authority granted by resolution no. 133 of the Board of Representatives, duly adopted August 8, 1972.

The Board of Trustees of Schenectady County Community College has executed this Agreement by virtue of the authority granted by resolution of the Board of Trustees, duly adopted JUL 31 1972.

The Schenectady Community College Faculty Association has executed this Agreement by virtue of the authority granted by resolution of the executive board duly adopted JUL 31 1972.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 31st day of August, 1972.

Approved this 31st day of August, 1972.

Raymond F. Loucks
Raymond F. Loucks
County Attorney

Approved this 31st day of August, 1972.

Joseph J. Buchyn
Joseph J. Buchyn
Counsel to the College

COUNTY OF SCHENECTADY
BY: Carl F. Sanford
Carl F. Sanford
Schenectady County Manager

COUNTY BOARD OF TRUSTEES
BY: Chas. W. Elston
Charles W. Elston
Chairman, Board of Trustees

SCHENECTADY COMMUNITY COLLEGE
FACULTY ASSOCIATION
BY: Wendell S. Hallenbeck

STATE OF NEW YORK :
COUNTY OF SCHENECTADY : SS.:
CITY OF SCHENECTADY :

On this 31st day of August, 1972, before me, personally appeared CARL F. SANFORD, to me personally known, who, being by me duly sworn, did depose and say that he resides at 1037 Ardsley Road in the City and County of Schenectady and State of New York; that he is the County Manager of the County of Schenectady, New York, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was affixed by order of the Board of Representatives of said corporation, and that he signed his name thereto in accordance with the authority vested in him by provisions of law and by like order.

Raymond Sinclair
Notary Public

STATE OF NEW YORK :
COUNTY OF SCHENECTADY :
CITY OF SCHENECTADY : SS.:

On this 1st day of August, 1972, before me, personally came CHARLES W. ELSTON, to me known and known to me to be the same person who subscribed the foregoing instrument and who by me being duly sworn, did depose and say that he resides at 1294 Lenox Road, in the City and County of Schenectady and State of New York; that he is the Chairman of the Board of Trustees of the municipal corporation described in and which executed the above instrument; the said corporation has no seal; that the seal affixed to the foregoing instrument is the private seal of the Chairman of said corporation, and was thereto affixed by order of the Board of Trustees of said corporation, and that he, CHARLES W. ELSTON, signed the same as Chairman of said corporation, by virtue of a like order of said Board of Trustees.

Notary Public

STATE OF NEW YORK :
COUNTY OF SCHENECTADY :
CITY OF SCHENECTADY : SS.:

On this 31st day of August, 1972, before me, the subscribed, personally came Kenneth Hallenbeck, to me personally known, who, being by me duly sworn, did depose and say that he resides at 134 Oakcrest Drive Schenectady New York, that he is the President of Schenectady Community College Faculty Association, the association described in and which executed the foregoing instrument, and he duly acknowledged to me that he executed the same for and in behalf of said association.

Mabel E. Frost
Notary Public Comm expires 4/30/73